

APPLICATION TO OBTAIN HISTORIC LIGHT STATION PROPERTY
COVENANT AGREEMENT

The undersigned _____, hereinafter referred to as the
(state or local government; or non-profit)

Applicant or Grantee, acting by and through _____,
Name and Title

Street Address, City/Town, Zip Code

hereby applies for the conveyance, without monetary consideration, for use for education, park, recreation, cultural or historic preservation purposes, from the United States of America pursuant to the National Historic Lighthouse Preservation Act of 2000 and in accordance with the rules and regulations of the General Services Administration, hereinafter referred to as GSA, the

(name of light station)

This property is more fully described in the Application attached hereto and made a part hereof.

Enclosed is a resolution or certification as to the authority of the undersigned to execute this application and to do all other acts necessary to consummate the transaction.

The undersigned agrees that this application is made subject to the following terms and conditions:

The applicant(s) understand(s) and agree(s) that the Application is made, and the conveyance of the property shall be accomplished by an instrument, or instruments, in a form satisfactory to the Administrator of the GSA without warranty, express or implied, and shall contain substantially, but may not be limited to, the following reservations, restrictions, and conditions, which may be enforced through a reversionary right in the property reserved to the United States of America. In accordance with 16 U.S.C. § 470w-7 (b)(3)(A), the Administrator will be issuing the quitclaim deed on behalf of the United States.

I. HISTORIC PRESERVATION and OTHER USES.

a. Compliance with this Application. The grantee shall, at its own cost and expense, use and maintain the historic light station in accordance with the plans described in this Application. Proposed changes to any part of the Application shall be reviewed and approved by the National Park Service, acting on behalf of the Secretary of the Interior, in consultation with the State Historic Preservation Officer of the State in which the historic light station is located.

b. Limitations on Sale, Conveyance, etc. The grantee shall not sell, convey, assign, exchange, or encumber the historic light station, any part thereof or any associated historic artifact conveyed to the eligible entity in conjunction with the historic light station conveyance, including but not limited to any lens or lanterns, **unless** such sale,

conveyance, assignment, exchange or encumbrance is approved by the National Park Service prior to its execution.

c. Limitations on conduct of Commercial Activities. The grantee shall not conduct any commercial activities at the historic light station, any part thereof, or in connection with any associated historic artifact conveyed to the eligible entity in conjunction with the historic light station conveyance, in any manner, unless such commercial activities are approved by the National Park Service.

d. Reversionary Interest of the United States. The conveyance of a historic light station shall include a condition that the historic light station, or any associated historic artifact conveyed to the grantee in conjunction with the historic light station conveyance, including but not limited to any lens or lanterns, shall at the option of the GSA Administrator, revert to the United States and be placed under the administrative control of the Administrator, if:

1. the historic light station, any part thereof, or any associated historic artifact ceases to be available for education, park, recreation, cultural, or historic preservation purposes for the general public at reasonable times and under reasonable conditions which shall be set forth in the application;
2. the historic light station or any part thereof ceases to be maintained in a manner that ensures its present or future use as a site for a Federal aid to navigation;
3. the historic light station, any part thereof, or any associated historic artifact ceases to be maintained in compliance with the NHLPA, the Secretary of the Interior's "Standards for the Treatment of Historic Properties," 36 CFR part 68, and other applicable laws;
4. the grantee sells, conveys, assigns, exchanges, or encumbers the historic light station, any part thereof, or any associated historic artifact, without approval of the National Park Service;
5. the grantee conducts any commercial activities at the historic light station, any part thereof, or in conjunction with any associated historic artifact, without approval of the National Park Service;
6. or at least 30 days before the reversion, the Administrator of GSA provides written notice to the owner that the historic light station or any part thereof is needed for national security purposes.

See 16 U.S.C. § 470w-7(c)(3).

II. COMPLIANCE

a. The Government and any representative it may so delegate, shall have the right of entry upon the premises at any time to conduct periodic inspection to ensure compliance with the terms and conditions of the conveyance. The failure of any agency of the United States to exercise any right, term, covenant, condition or remedy granted under either this instrument or a deed of conveyance from the United States for a historic light station shall not be deemed to be a waiver of the same or any other term, covenant, condition, right or remedy. No term, covenant, condition, right or remedy shall be deemed to have been waived by the United States unless such waiver is in writing executed by a duly authorized representative of the United States.

b. Beginning two years from the date of conveyance, the grantee shall prepare biennial reports describing the development and use of the property, and any revenue generated from its operation during the preceding two-year period. The grantee shall prepare and submit consecutive biennial reports to the appropriate National Park Service office.

III. INSURANCE

Buildings, structures, or improvements located upon the property shall be insured by the approved applicant to protect the residual financial interest of the United States of America. The grantee agrees, for itself, its successors and assigns, that any conveyed improvements will be insured against loss, damage or destruction and if such loss, damage or destruction should occur, said insurance and all moneys shall be held in trust by the approved applicant for the purpose of repairing such improvements and restoring the same to their former condition and use. A certificate of insurance shall be available for review prior to conveyance of the property. The amount of the insurance shall be the replacement value of the property.

IV. FEDERAL AIDS TO NAVIGATION

a. The United States will continue to own, operate and maintain, and have the right to install, remove, relocate, or replace, any "Federal aid to navigation," upon any property conveyed under the NHLPA. A Federal aid to navigation is defined as any device, operated and maintained by the United States, external to a vessel or aircraft, intended to assist a navigator to determine position or safe course, or to warn of dangers or obstructions to navigation, and shall include, but not be limited to, a light, lens, lantern, antenna, sound signal, camera, sensor, electronic navigation equipment, power source, or other associated equipment.

b. The United States Coast Guard (USCG) is the Federal agency responsible for operating and maintaining any Federal aid to navigation located upon the property. The eligible entity to which the property is conveyed shall not interfere, or allow interference in any manner, with any Federal aid to navigation, nor hinder activities required for the operation and maintenance of any Federal aid to navigation without the express written permission of the USCG.

c. In those instances in which a Federal aid to navigation remains upon the property conveyed, the United States has the right to reserve:

1. Easements for the operation and maintenance of such aid to navigation, including but not limited to, an easement for the arc of visibility if a lighted aid to navigation or an easement to produce sound if a fog horn or other sound based aid to navigation;
2. Unrestricted easements for access upon, through, over, and across the property at any time, including but not limited to, the right of ingress and egress in, to, and through the interior of the lighthouse structure; and
3. Easements for utility, power, and communication lines.

d. The United States shall have the right, at any time, to enter the historic light station conveyed under this section without notice, for purposes of operating, maintaining, and inspecting any aid to navigation and for the purpose of ensuring compliance with 16 U.S.C. § 470w-7(c) to the extent that it is not possible to provide advance notice.

e. The United States shall retain a reversionary interest (*i.e.*, title to the property conveyed would revert to the United States) and may exercise said interest in the event the property or any part thereof ceases to be maintained in a manner that ensures its present or future use as a site for a Federal aid to navigation.

V. GENERAL TERMS AND CONDITIONS

a. This application and its acceptance shall constitute the entire agreement between the grantee and the United States of America, unless modified and approved in writing by both parties. This agreement becomes binding once the quitclaim deed for the property is executed or delivered by the United States.

b. The description of the property set forth herein is believed to be correct, but any error or omission shall not constitute ground or reason for nonperformance of the agreement resulting from the acceptance of this application.

c. If an application for the conveyance of a historic light station is approved, then, the Property will be conveyed without consideration via a quitclaim deed "AS IS" and "WHERE IS" without representation, warranty, or guaranty as to quantity, quality, character, condition, size or kind, or that the property is in condition or fit to be used for the purpose intended. No claim for any adjustment upon such grounds will be considered after this application has been accepted.

d. The grantee shall save, hold harmless, defend, and indemnify the United States, its employees, agents, and representatives from any suit, claim, demand or action, liability, judgment, cost or other fee arising out of any claim for personal injury or property damage (including death, illness, or loss of or damage to property or economic loss) that arises from the grantee's or the grantee's employee's, agent's, or representative's use or

occupancy of the property and/or the grantee's failure to comply with the terms and conditions of the conveyance.

e. The grantee shall pay all taxes imposed on this transaction and shall obtain at its own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security documents shall be recorded at the grantee's expense within 30 days of their receipt in the manner prescribed by local recording statutes.

f. The grantee shall provide the General Services Administration with a certified copy of the instrument of conveyance within 30 days of the date of recordation which indicates the date, location, and book and page number of its recording.

g. The grantee further covenants and agrees for itself, its successors, and assigns, to comply with the provisions of the Federal Disaster Protection Act of 1973 (87 Stat. 975); Executive Order 11988, relating to the evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution; and Executive Order 11990, relating to the protection of wetlands, where and to the extent said Act and Orders are applicable to the property herein conveyed, and the approved applicant shall be subject to any use restrictions issued under said Act and Orders.

h. The grantee further covenants and agrees for itself, its successors and assigns, to comply with all Federal laws relating to nondiscrimination in connection with any use, operation, program, or activity on or related to the property requested in this application, including, but not limited to:

1. All requirements imposed by or pursuant to the regulations of the U.S. Department of the Interior (43 C.F.R. Part 17);
2. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d-1), which prohibits discrimination on the basis of race, color, or national origin;
3. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age;
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap;
5. The Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151), which requires facilities located on the property to be accessible to the physically handicapped; and
6. The Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), which requires that no otherwise qualified handicapped individual shall, solely by reason of his or her handicap, be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

i. The grantee shall, within three months of the date of the recording of the instrument of conveyance, erect and forever maintain a conspicuous sign or signs near the principal point or points of access to the property that states: "The United States of America donated this land to the *name of grantee* for _____ use through the National Historic Lighthouse Preservation Act."

VI. REVERSION

a. Title to the property transferred shall revert to the United States of America at its option for non-compliance with any of the terms and conditions of the conveyance. In the event that there is a breach of any of the conditions and covenants herein contained by the grantee, its successors and assigns, whether caused by legal or other inability of the grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title, and interest in and to the said premises shall revert to and become the property of the United States at its option. The United States, in addition to all other remedies for such breach, shall have the right of entry upon said premises, and the approved applicant, its successor and assigns, shall forfeit all right, title, and interest in said premises and in any and all of the tenements, hereditaments, and appurtenances thereunto belonging.

b. The grantee, by its acceptance of the deed, covenants and agrees for itself, and its successors and assigns, that in the event the United States exercises its power to terminate the grantee's estate in the property then the approved applicant shall provide protection to and maintenance of said property at all times until such time as the title is actually reverted, including the period of any notice of intent to revert. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the GSA in its Federal Property Management Regulations in effect at the time of the reversion. Prior to any such reversion, the grantee further agrees to complete and submit to the United States an environmental assessment of the property that sufficiently documents and evaluates its condition in regard to the release of hazardous substances as defined under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended [42 U.S.C. § 9601(14)].

Date

Signature

Name - printed

Title

Address of Applicant

ACCEPTANCE BY THE GOVERNMENT

The foregoing application is hereby approved and accepted by and on behalf of the Secretary of the Interior for the United States of America this _____ day of _____, _____.

(Signature)

(Title)

(Office)

National Park Service
U.S. Department of the Interior

Accepted by and on behalf of the United States of America this _____ day of _____, 20__.

GENERAL SERVICES ADMINISTRATION

By: _____
Signature

Name - printed

Title